

## TERMS AND CONDITIONS OF SALE

All references in these terms and conditions of sale to "products" includes all screen and digital printing, decals, banners, dimensional signs, menu boards, graphics and other items of every kind and nature which are printed, produced and/or distributed by WSP, Wisconsin Screen Process, Inc. ("WSP").

1. **Offer, Governing Provisions.** These terms and conditions apply to the sale by WSP of all products described herein or on any document, whether in written or electronic form, to which these terms and conditions have been attached or into which these terms and conditions have been incorporated by reference. WSP DOES NOT ACCEPT ANY OFFER MADE BY BUYER. NO ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS SHALL BE BINDING UPON WSP NOR CAN BUYER'S ACCEPTANCE LIMIT OR ALTER WSP'S TERMS AND CONDITIONS, UNLESS SPECIFICALLY AGREED TO IN WRITING SIGNED BY DULY AUTHORIZED PERSONNEL OF WSP. WSP HEREBY REJECTS ANY SUCH ADDITIONAL OR DIFFERENT PROVISIONS CONTAINED IN ANY PURCHASE ORDER, REQUEST FOR QUOTE, ACKNOWLEDGEMENT, CONFIRMATION OR OTHER COMMUNICATION FROM BUYER. Buyer shall be deemed to have accepted these terms and conditions, unless Buyer provides WSP with written notice of Buyer's cancellation of the entire order within two (2) business days of the first to occur of Buyer's receipt of WSP's quote or WSP's receipt of Buyer's purchase order. Buyer's acceptance of any products shall also be deemed acceptance of these terms and conditions.

2. **Warranties.** WSP warrants products printed, produced or distributed by it to be free from defects in materials and workmanship for a period of ninety (90) days from date of shipment, provided such products have been used solely for the purposes and under the conditions for which designed and have not been subjected to misuse, alteration, accident, abuse or unauthorized repair. If, within such period, any such products shall be proven to WSP's satisfaction to be defective, such products shall be either repaired, or replaced, or their price refunded, at WSP's option. WSP's obligation for non-performance, defective products, or any damage caused by its products or their use, and Buyer's exclusive remedy therefor, shall be limited to such repair, replacement or refund and shall be conditioned upon WSP receiving written notice, together with a demand for such repair, replacement or refund, within ninety (90) days after the date of shipment of such products. This exclusive remedy shall not be deemed to have failed its essential purpose under any circumstances so long as WSP is willing and able to repair or replace defective products or refund the purchase price within the time specified.

3. **Disclaimers of Warranty and Liability.** THE FOREGOING WARRANTIES PROVIDED IN SECTION 2 HEREOF ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES (EXCEPT OF TITLE) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WSP does not warrant its products to be suited for any particular purpose. Any suggestions made by WSP concerning the products, their use, performance, capabilities, quality requirements and/or suggestions with respect to design, use or the like, are to be construed as suggestions only and any and all specified intended uses should be confirmed by Buyer's independent testing. Any description of the product given to Buyer by WSP is for the sole purpose of identifying it, is not part of the basis of the bargain, and does not constitute a warranty that the product shall conform to that description. The use of any sample in connection with the sale is for illustrative purposes only, is not part of the basis of the bargain and is not to be construed as a warranty that the product will conform to that sample. None of WSP's agents, employees, or representatives have any authority to bind WSP to any affirmation, representation or warranty other than those stated herein. WSP shall not be subject to any other obligations or liabilities whatsoever with respect to this agreement, products manufactured and/or distributed by it or any undertakings, acts or omissions relating thereto.

It shall be the sole responsibility of Buyer and/or user to comply with all federal, state and local rules and regulations concerning the use of products described herein or on the face hereof and shall not be the responsibility of WSP.

4. **Patents, Trademarks and Copyrights.** Buyer assumes all liability for patent, trademark and copyright infringements when products are made to Buyer's specifications. Buyer will fully indemnify WSP for all liabilities, including reasonable attorneys' fees and expenses, incurred by WSP arising out of any infringement claims made against WSP when products are made to Buyer's specifications.

5. **Disclaimer of Consequential Damages and Other Liability, Buyer's Indemnity.** WSP's liability with respect to breaches of warranties shall be limited as provided in Sections 2 and 3 hereof. With respect to other breaches of this contract, WSP's liability shall in no event exceed the contract price. WSP SHALL NOT BE SUBJECT TO AND DISCLAIMS: (a) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (b) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS OR ARISING OUT OF OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY WSP, OR ANY UNDERTAKING, ACTS OR OMISSIONS RELATING THERETO; WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WSP SPECIFICALLY DISCLAIMS LIABILITY FOR THE TORTS OF NEGLIGENCE, MISREPRESENTATION, AND STRICT LIABILITY; AND (c) ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

Without limiting the generality of the foregoing, WSP specifically disclaims any liability for penalties (including administrative penalties), special or punitive damages, DAMAGES FOR LOST PROFITS OR REVENUES, loss of use of products or any associated equipment, cost of capital, facilities or services, down time, cost of recalls shut down or slow down costs, or for any other types of economic loss. All of the limitations and disclaimers contained in this paragraph and in the rest of this contract shall apply to claims of Buyer's customers or any third party.

Buyer shall indemnify WSP against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and other costs of defending any action) which WSP may incur as a result of any claim by Buyer or others arising out of or in connection with the products and/or services sold hereunder and based on product or service defects not proven to have been caused solely by WSP's negligence.

WSP'S PRICES ARE BASED ON THE POLICIES STATED HEREIN WHICH LIMIT ITS LIABILITY. IF BUYER DESIRES FOR WSP TO PROVIDE A WARRANTY GREATER THAN THAT WHICH IS STATED ABOVE, THEN WSP WILL ADJUST UPWARDS THE PRICE FOR THE PRODUCTS DESCRIBED HEREIN OR ON THE FACE HEREOF TO REFLECT THE ADDITIONAL EXPENSE TO WSP WHICH SUCH A WARRANTY OBLIGATION COULD CAUSE. BUYER ACKNOWLEDGES THAT WSP'S PRICE IS LOWER THAN IT OTHERWISE WOULD BE BECAUSE OF WSP'S DISCLAIMER OF TORT LIABILITY, AND SPECIFICALLY BECAUSE OF WSP'S DISCLAIMER OF THE TORTS OF NEGLIGENCE, MISREPRESENTATION, AND STRICT LIABILITY. BUYER FURTHER ACKNOWLEDGES THAT THE LOWER CONTRACT PRICE GIVEN IN EXCHANGE FOR SUCH DISCLAIMERS FORMS PART OF THE BASIS OF THIS BARGAIN.

6. **Mandatory Arbitration.** The mandatory arbitration provisions of these terms and conditions shall be liberally construed so as to require the arbitration of all claims and disputes of every kind and nature, whether arising out of contract, tort, statute, common law or any other theories of liability and/or recovery in law and/or equity.

Without in any way limiting the above expressed intent, all "Disputed Claims" shall be resolved by mandatory arbitration and shall include, but not be limited to: any differences, claims, matters in dispute, or controversies of every kind or nature as to the existence, construction, validity, interpretation, meaning, performance, non-performance, enforcement, operation, breach, continuance, termination, misrepresentations (both in its formation or its execution), compliance with Federal, State or Local statutes, ordinances, or regulations and any other theories of liability and/or recovery in law and/or equity, arising from or related, either directly or indirectly, to these terms and conditions, the contract of which they are a part, or the matters discussed herein.

All Disputed Claims shall be submitted by the parties to arbitration in accordance with this Agreement and the Wisconsin Arbitration Act, Chapter 788 of the Wisconsin Statutes, if that Act is applicable, and if not, in accordance with the provisions of the United States Arbitration Act, 9 U.S.C. §1 et. seq., or any revisions or recreations of those Acts. In the event of arbitration, each party shall select an arbitrator within thirty (30) days of submission of any Disputed Claims to arbitration. If an arbitrator timely selected by a party is unable, for any reason, to serve until the making of a decision or an award, that party may name a successor arbitrator. If either party fails to designate an arbitrator within the thirty (30) day period, that party's right to name an arbitrator (or any successor arbitrator) is forfeited, and any arbitrator timely named shall select a second arbitrator. The first two arbitrators shall then [within thirty (30) days of the selection of the last of them] jointly select a third arbitrator, the three arbitrators of which shall constitute the "Arbitration Panel". If the two arbitrators to be selected by the parties are unable to agree upon the selection of a third arbitrator, the third arbitrator shall be supplied by the Circuit Court for Racine County, Wisconsin. Each party shall reach an agreement with the arbitrator named by that party on the compensation to be paid to that arbitrator and shall disclose that agreement to the other party and the other arbitrator. The Arbitration Panel shall render its final decision within six (6) months of the selection of the Arbitration Panel. The Arbitration Panel shall conduct all arbitration proceedings in Racine, Wisconsin.

In the event a party forfeits its right to select an arbitrator, then the second arbitrator shall be paid by the forfeiting party upon the same terms as the non-forfeiting party compensates its appointed arbitrator. The parties shall each pay one-half (1/2) of the fees and expenses of the third arbitrator as billed by that arbitrator to the parties.

Notwithstanding any other provision to the contrary, the parties agree and consent to the taking of depositions and the use of discovery in accordance with the Federal Rules of Civil Procedure and the Wisconsin Statutes. Furthermore, an aggrieved party prior to the naming of the Arbitration Panel as provided for in this Agreement, may petition the Circuit Court for Racine County, Wisconsin, for such temporary equitable relief as the court may determine is appropriate under the circumstances to maintain the status quo until the appointment of the Arbitration Panel as provided for herein.

After submission of the Disputed Claims to arbitration, but not less than ten (10) business days prior to commencement of the arbitration proceeding in which the Arbitration Panel will finally and fully resolve the Disputed Claims, each party shall provide the other party with a final confidential written settlement offer which shall not be disclosed to the arbitrators prior to the arbitration proceeding. If no settlement is reached, the "Prevailing Party", as defined below, shall be entitled to reimbursement of its reasonable legal fees and expenses and its share of all fees and expenses paid to the arbitrators as part of its final award. In addition to the resolution of the Disputed Claims the Arbitration Panel shall also determine which of the parties, if any, shall be deemed the "Prevailing Party". A party shall be deemed the "Prevailing Party" only if the award rendered by the arbitrators is more favorable to the Prevailing Party than the Prevailing Party's final written settlement offer to the other party, which shall only be disclosed to the arbitrators after they have reached their final decision with respect to the Disputed Claims. The Arbitration Panel may also determine that neither party is a Prevailing Party for purposes of the standard set forth in this subparagraph.

The arbitrators shall be prohibited from awarding punitive damages even if a party would have otherwise been entitled to recover such damages under Federal, State or Local statutes, ordinances or regulations absent this Agreement. The arbitrators shall prepare detailed findings of fact and conclusions of law when rendering their decision.

7. **Severability.** Each provision of the agreement shall be considered severable and if for any reason any provision or provisions hereof are determined to be invalid and contrary to law, to the extent permitted by law, such invalidity shall not impair the operation of or affect those portions of this agreement which are valid.

8. **Final Agreement.** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms and conditions of their agreement. Any subsequent modification or amendment to it may be made only in writing signed by both parties hereto. This writing and these terms and conditions shall be governed by and construed according to the internal laws of the State of Wisconsin.